

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**DOCKET NO. 2017-354-C**

IN RE:	)
	)
Pay Tel Communications, Inc.	)
	)
Complainant,	)
	)
vs.	)
	)
Lattice Incorporated,	)
	)
Respondent.	)
	)

---

LATE-FILED HEARING EXHIBIT 3

ON BEHALF OF LATTICE INCORPORATED

Pay Tel Communications, Incorporated v. Lattice Incorporated  
Docket No. 2017-354-C  
Late-filed Exhibit 3

**CONTRACT BETWEEN LATTICE INCORPORATED  
AND THE SHERIFF'S DEPARTMENT OF UNION COUNTY**



**INMATE TELEPHONE AND VIDEO VISITATION SERVICE AGREEMENT  
AMENDMENT ONE**

This Amendment One is made and entered into by and between Lattice Incorporated ("Lattice"), a Delaware corporation, and Union County Sheriff's Office ("Customer"), with a principal place of business at 220 W. Main Street, Union, SC 29379, that modifies the current agreement dated October 5, 2017 for the provision of inmate telephone service, video visitation service and ancillary inmate communications as defined herein ("Agreement"). All provisions of the underlying agreement will remain in place as only the following is to be amended:

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree to amend the Agreement by the following:

**Amendment To Schedule A:** Subject to the terms and conditions set forth herein, Schedule A to the Commission Schedule For Union County Sheriff's Office is hereby amended by replacing such Schedule in its entirety with Schedule A attached hereto.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Union County Sheriff's Office

Signature

Sheriff, David Taylor  
Name Printed/Typed

Sheriff  
Title

Date: 10/25/17

Federal Tax ID Number: 57-6000408

Lattice Incorporated:

Signature

Terry Whiteside  
Name Printed/Typed

COO  
Title

Date: 10/25/17



**SCHEDULE A**  
**COMMISSION SCHEDULE**  
**FOR**  
**Union County Sheriff's Office**



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## **INMATE TELEPHONE AND VIDEO VISITATION SERVICE AGREEMENT**

This Agreement is made and entered into by and between Lattice Incorporated ("Lattice"), a Delaware corporation, and Union County Sheriff's Office ("Customer"), with a principal place of business at 220 W. Main Street, Union, SC 29379 for the provision of Inmate Telephone Service, Inmate Video Visitation Service and ancillary inmate communications equipment as defined herein ("Agreement"). For purposes of clarity, inmate telephones will be referred to as "Telephones" and Inmate Video Visitation will be referred to "Video" in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. **TERM.** This Agreement is effective on the latest signature date ("Effective Date"), and shall continue in effect for a period of five (5) years ("Initial Term") from the Effective Date. Upon completion of the Initial Term, this agreement shall be automatically renewed for two (2) successive one (1) year periods each under the same terms and conditions, unless terminated by either party upon ninety (90) days advanced written notice prior to the end of the Initial term or current renewal period.

### **2. SCOPE OF AGREEMENT**

2.1. In consideration of compensation provided herein, Customer grants to Lattice exclusive right to install and maintain Telephones and Video Terminals within its building or on its private property ("Location") during the term of this Agreement. Lattice reserves the right to establish rates for telephone and video services in accordance with Schedule B. This Agreement applies to all Telephone(s) and Video Terminals currently installed ("existing") and to all future installations ("new").

2.2. This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Lattice's service areas. Customer will advise Lattice in writing, of newly opened, acquired, or available premises, promptly, so Lattice can evaluate installation of its Telephones and Video Terminals at these premises.

2.3. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Lattice expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

### **3. RESPONSIBILITY OF LATTICE.** Lattice agrees to:

3.1. Install Telephones and Video terminals at locations mutually agreed upon by both parties.

3.2. Jointly determine with Customer the appropriate number of Telephones and Video terminals to be installed at each location.

3.3. Service and repair Telephones and Video terminals provided by Lattice at Lattice's expense, except as otherwise agreed upon herein.

3.4. Comply with the Americans with Disabilities Act (ADA) as it relates to the Lattice -provided equipment.



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3.5. Provide the Customer an **annual review** of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Lattice at the Customer's request.

4. **RESPONSIBILITY OF CUSTOMER.** Customer agrees to:

4.1. Provide adequate space for Telephones and Video terminals and easy accessibility for use during the normal operating hours of Customer. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of Lattice's Telephones and Video terminals, and shall be responsible for any fees for use of required riser cable and electric power.

4.2. Maintain the area around the Telephones and Video terminals and ensure safe and ready access to the users of the Telephones and Video terminals and to Lattice.

4.3. Allow Lattice access to perform maintenance during the established hours of accessibility jointly agreed to by Customer and Lattice, except when access must be denied to ensure the safety of Lattice service personnel and/or to maintain institutional control.

4.4. Allow Lattice access to and use of house cable and inside wire at no cost, in order to install and provide telephone or video service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Customer, unless otherwise negotiated with Lattice. Lit fiber is not defined as house cable or inside wire. Any expense incurred as a result of the expected use of lit fiber will be at the sole expense of the Customer unless otherwise negotiated with Lattice.

4.5. Any relocation, expansion, addition, or deletion of Telephones, Video terminals or equipment, for reasons other than safety, resulting in extraordinary expense and expected to be paid for by Lattice, must be agreed to by Lattice in advance of the cost being incurred or alternatively, the cost be paid by Customer.

4.6. Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.

4.7. At its option, purchase and provide enclosures at their own expense for Telephones. In the event Customer elects to provide enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

4.8. Warrants that it has the authority to enter into this Inmate Telephone Service Agreement with Lattice. Customer further warrants that the Telephones and Video terminals incorporated into this agreement herein are on property owned by the Customer or if Customer is not the owner of the premises, Customer has obtained permission from the building owner or owner's agent to enter into this Agreement.

5. **OWNERSHIP.** Lattice is and shall remain the owner of the Telephones and Video terminals provided by Lattice whether or not physically attached to real estate.

6. **FURTHER LOCATIONS AND TELEPHONES.** The parties may add location(s) and Telephone(s) to this Agreement, but additions will not be made without the express agreement of the parties. Additions may be evidenced by a written memorandum between the parties, but Lattice's business office records, unless clearly erroneous, will be binding on the parties. Additions will not change the initial or any renewal terms or the expiration date of this Agreement.

7. **COMMISSION.** Lattice agrees to pay Customer a commission in accordance with Schedule A, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to Customer.



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8. **REMOVAL OF TELEPHONES.** Lattice reserves the right, at its sole discretion, to remove any or all Telephones or Video terminals, in the event that placement at Customer location(s) is not economically viable. Lattice shall provide Customer thirty (30) days written notice of its election to remove any or all Telephones or Video terminals. If Lattice removes Telephones or Video terminals under this paragraph, Customer shall not be liable for termination charges for the Telephones or Video terminals removed. Customer shall be entitled to receive any commissions earned before the Lattice removal of such Telephones or Video terminals.

9. **LIMITATION OF LIABILITY.** In the event of a service interruption caused by Lattice, Lattice liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, EXCEPT AS SET FORTH UNDER THE TERMINATION LIABILITY PROVISION HEREIN.

10. **EXCUSED PERFORMANCE.** Customer shall not be subject to Termination Liability if the cause of removal is directly related to the cessation of Customer's business operations. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of the elements or natural disasters, strikes, power failures, civil or military emergencies or acts of legislative, judicial or other civil authorities.

11. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within 10 days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

12. **ADVERTISING/PUBLICITY.** Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Lattice (and/or any of its affiliate's) names, marks, codes, drawings, or specifications without Lattice's prior written consent, unless required by law.

Lattice shall have the right to terminate this Agreement and any other agreements between the parties if Customer violates this provision.

13. **INSURANCE.** At all times during the term of this Agreement, Lattice and its subcontractors shall maintain in effect the following types and amounts of Insurance:

- i. Employers' Liability Insurance - \$5,000,000 per incident and \$1,000,000 per person.
- ii. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit - \$5,000,000 per incident and \$1,000,000 per person.
- iii. Commercial Automobile Liability as follows: Combined Bodily Injury and Property Damage Single Limit - \$5,000,000 combined single limit for each incident and \$1,000,000 per person.
- iv. Workers' Compensation - Lattice shall comply with all Workers' Compensation requirements in the states in which Lattice will provide services to Space Provider under this agreement.





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14. **INDEMNIFICATION.** It is agreed by and between the parties that it is the responsibility of Customer to maintain the area around the Telephones and Video terminals and to maintain enclosures if provided by Customer. Customer specifically agrees to defend and indemnify Lattice from any claims that may result from Customer's failure to properly maintain the area or enclosure except to the extent that such failure is due to the sole negligence or willful acts of Lattice's employees or agents. Lattice agrees to defend and indemnify Customer from any claims that result from Lattice's failure to properly maintain or service Telephones or Video terminals, except to the extent that such claim results from the sole negligence or willful acts of Customer's employees or agents.
15. **NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:
- |                                   |                               |
|-----------------------------------|-------------------------------|
| <b>FOR CUSTOMER:</b>              | <b>FOR LATTICE:</b>           |
| ATTN: <u>Sheriff David Taylor</u> | ATTN: Terry Whiteside         |
| <u>Union Co Sheriff's Office</u>  | Lattice Incorporated          |
| <u>P.O. Box 971</u>               | 7150 N. Park Drive, Suite 500 |
| <u>Union, SC 29379</u>            | Pennsauken, NJ 08109          |
16. **REGULATORY.** The parties acknowledge that underlying telecommunications services may be provided by regulated telecommunications providers and, where applicable, provider tariffs, catalogs and price lists may apply.
17. **LAWFULNESS OF AGREEMENT.** The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services.
18. **NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
19. **GOVERNING LAW.** This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State in which the inmate telephone service is provided.
20. **SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.
21. **ASSIGNMENT.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party; except, either party may assign this Agreement to a parent, subsidiary or affiliated company by providing thirty (30) days written notice to the other party.
22. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of Telephones as described above, must be in writing and signed by an authorized representative of each Party.





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23. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

24. **ENTIRE AGREEMENT.** This Agreement, including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

Customer:

Signature

Name Printed/Typed

Title

Date: 9/20/17

Federal Tax ID Number: 57-6000408

Lattice Incorporated:

Signature

Terry Whiteside

Name Printed/Typed

COO

Title

Date: 10/5/17



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**SCHEDULE A**

**COMMISSION SCHEDULE  
FOR  
Union County Sheriff's Office**

**Inmate Telephone Service:**

Lattice agrees to pay Customer compensation for Inmate Telephone Service based upon fifty-three (53) percent of billed Local, IntraLATA, InterLATA and InterSTATE collect and prepaid call revenue.

Lattice agrees to pay Customer compensation for Inmate Voicemail Service based upon fifty-three (53) percent of billed voicemail revenue.

**Video Visitation:**

Lattice agrees to pay Customer compensation for Video Visitation sessions based on twenty-five (25) percent of billed gross revenue.

Lattice will include onetime, seven thousand and five hundred dollars (\$7,500.00) in free debit cards.

**Commission checks are to be mailed to the following address:**

Union County Sheriff's Office  
P.O. Box 971  
Union, SC 29379  
ATTN: Sheriff David Taylor



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**SCHEDULE B**

**CALL RATES AND VIDEO VISITATION SESSION CHARGES  
FOR  
Union County Sheriff's Office**

**CALL RATES:**

<b>Call Rates</b>			
<b>Call Category</b>	<b>Collect per/min</b>	<b>Prepaid Collect per/min</b>	<b>Debit Card per/min</b>
<b>Local</b>	\$0.12	\$0.12	\$0.12
<b>IntraLATA</b>	\$0.25	\$0.25	\$0.25
<b>InterLATA</b>	\$0.25	\$0.25	\$0.25
<b>InterState</b>	\$0.25	\$0.21	\$0.21

**VIDEO VISITATION SESSION CHARGES:**

<b>Session Charges</b>	
<b>Remote Visitation</b>	<b>Charge</b>
<b>20 Minute Session</b>	\$10.00
<b>40 Minute Session</b>	\$20.00

Pay Tel Communications, Incorporated v. Lattice Incorporated  
Docket No. 2017-354-C  
Late-filed Exhibit 3

**CONTRACT BETWEEN LATTICE INCORPORATED  
AND THE COLLETON COUNTY DETENTION CENTER**



## **INMATE TELEPHONE AND VIDEO VISITATION SERVICE AGREEMENT**

This Agreement is made and entered into by and between Lattice Incorporated ("Lattice"), a Delaware corporation, and Colleton County Detention Center ("Customer"), with a principal place of business at 112 S. Miller Street, P.O. Box 433, Walterboro, SC 29488 for the provision of Inmate Telephone Service, Inmate Video Visitation Service and ancillary inmate communications equipment as defined herein ("Agreement"). For purposes of clarity, inmate telephones will be referred to as "Telephones" and inmate video visitation will be referred to "Video" in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. **TERM.** This Agreement is effective on the latest signature date ("Effective Date"), and shall continue in effect for two (2) years ("Initial Term"). Upon completion of the Initial Term, this agreement shall automatically renew for successive periods of two (2) years each under the same terms and conditions, unless terminated by either party with ninety (90) days advance written notice prior to the end of the Initial Term or current renewal period.

### **2. SCOPE OF AGREEMENT**

2.1. In consideration of compensation provided herein, Customer grants to Lattice exclusive right to install and maintain Telephones and Video Terminals within its building or on its private property ("Location") during the term of this Agreement. Lattice reserves the right to establish rates for telephone and video services in accordance with Schedule B. This Agreement applies to all Telephone(s) and Video Terminals currently installed ("existing") and to all future installations ("new").

2.2. This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Customer within Lattice's service areas. Customer will advise Lattice in writing, of newly opened, acquired, or available premises, promptly, so Lattice can evaluate installation of its Telephones and Video Terminals at these premises.

2.3. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Lattice expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

### **3. RESPONSIBILITY OF LATTICE.** Lattice agrees to:

3.1. Install Telephones and Video terminals at locations mutually agreed upon by both parties.

3.2. Jointly determine with Customer the appropriate number of Telephones and Video terminals to be installed at each location.

3.3. Service and repair Telephones and Video terminals provided by Lattice at Lattice's expense, except as otherwise agreed upon herein.

3.4. Comply with the Americans with Disabilities Act (ADA) as it relates to the Lattice - provided equipment.



3.5. Provide the Customer an **annual review** of revenue performance, facility service needs, and expansion requirements and will discuss with the Customer the appropriate action to be taken by Lattice at the Customer's request.

4. **RESPONSIBILITY OF CUSTOMER.** Customer agrees to:

4.1. Provide adequate space for Telephones and Video terminals and easy accessibility for use during the normal operating hours of Customer. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of Lattice's Telephones and Video terminals, and shall be responsible for any fees for use of required riser cable and electric power.

4.2. Maintain the area around the Telephones and Video terminals and ensure safe and ready access to the users of the Telephones and Video terminals and to Lattice.

4.3. Allow Lattice access to perform maintenance during the established hours of accessibility jointly agreed to by Customer and Lattice, except when access must be denied to ensure the safety of Lattice service personnel and/or to maintain institutional control.

4.4. Allow Lattice access to and use of house cable and inside wire at no cost, in order to install and provide telephone or video service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Customer, unless otherwise negotiated with Lattice. Lit fiber is not defined as house cable or inside wire. Any expense incurred as a result of the expected use of lit fiber will be at the sole expense of the Customer unless otherwise negotiated with Lattice.

4.5. Any relocation, expansion, addition, or deletion of Telephones, Video terminals or equipment, for reasons other than safety, resulting in extraordinary expense and expected to be paid for by Lattice, must be agreed to by Lattice in advance of the cost being incurred or alternatively, the cost be paid by Customer.

4.6. Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.

4.7. At its option, purchase and provide enclosures at their own expense for Telephones. In the event Customer elects to provide enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

4.8. Warrants that it has the authority to enter into this Inmate Telephone Service Agreement with Lattice. Customer further warrants that the Telephones and Video terminals incorporated into this agreement herein are on property owned by the Customer or if Customer is not the owner of the premises, Customer has obtained permission from the building owner or owner's agent to enter into this Agreement.

5. **OWNERSHIP.** Lattice is and shall remain the owner of the Telephones and Video terminals provided by Lattice whether or not physically attached to real estate.

6. **FURTHER LOCATIONS AND TELEPHONES.** The parties may add location(s) and Telephone(s) to this Agreement, but additions will not be made without the express agreement of the parties. Additions may be evidenced by a written memorandum between the parties, but Lattice's business office records, unless clearly erroneous, will be binding on the parties. Additions will not change the initial or any renewal terms or the expiration date of this Agreement.

7. **COMMISSION.** Lattice agrees to pay Customer a commission in accordance with Schedule A, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to Customer.



8. **REMOVAL OF TELEPHONES.** Lattice reserves the right, at its sole discretion, to remove any or all Telephones or Video terminals, in the event that placement at Customer location(s) is not economically viable. Lattice shall provide Customer thirty (30) days written notice of its election to remove any or all Telephones or Video terminals. If Lattice removes Telephones or Video terminals under this paragraph, Customer shall not be liable for termination charges for the Telephones or Video terminals removed. Customer shall be entitled to receive any commissions earned before the Lattice removal of such Telephones or Video terminals.

9. **LIMITATION OF LIABILITY.** In the event of a service interruption caused by Lattice, Lattice liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENCE PERFORMANCE OR FAILURE TO PERFORM, EXCEPT AS SET FORTH UNDER THE TERMINATION LIABILITY PROVISION HEREIN.

10. **EXCUSED PERFORMANCE.** Customer shall not be subject to Termination Liability if the cause of removal is directly related to the cessation of Customer's business operations. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of the elements or natural disasters, strikes, power failures, civil or military emergencies or acts of legislative, judicial or other civil authorities.

11. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within 10 days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

12. **ADVERTISING/PUBLICITY.** Customer may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between Lattice (and/or any of its affiliate's) names, marks, codes, drawings, or specifications without Lattice's prior written consent, unless required by law.

Lattice shall have the right to terminate this Agreement and any other agreements between the parties if Customer violates this provision.

13. **INSURANCE.** At all times during the term of this Agreement, Lattice and its subcontractors shall maintain in effect the following types and amounts of Insurance:

- i. Employers' Liability Insurance - \$5,000,000 per incident and \$1,000,000 per person.
- ii. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit - \$5,000,000 per incident and \$1,000,000 per person.
- iii. Commercial Automobile Liability as follows: Combined Bodily Injury and Property Damage Single Limit - \$5,000,000 combined single limit for each incident and \$1,000,000 per person.
- iv. Workers' Compensation - Lattice shall comply with all Workers' Compensation requirements in the states in which Lattice will provide services to SpaceProvider under this agreement.





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14. **INDEMNIFICATION.** It is agreed by and between the parties that it is the responsibility of Customer to maintain the area around the Telephones and Video terminals and to maintain enclosures if provided by Customer. Customer specifically agrees to defend and indemnify Lattice from any claims that may result from Customer's failure to properly maintain the area or enclosure except to the extent that such failure is due to the sole negligence or willful acts of Lattice's employees or agents. Lattice agrees to defend and indemnify Customer from any claims that result from Lattice's failure to properly maintain or service Telephones or Video terminals, except to the extent that such claim results from the sole negligence or willful acts of Customer's employees or agents.

15. **NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:

**FOR CUSTOMER:**

ATTN: Captain Shane Roberts  
and Sheriff R.A. Strickland

**FOR LATTICE:**

ATTN: Terry Whiteside  
Lattice Incorporated  
7150 N. Park Drive, Suite 500  
Pennsauken, NJ 08109

16. **REGULATORY.** The parties acknowledge that underlying telecommunications services may be provided by regulated telecommunications providers and, where applicable, provider tariffs, catalogs and price lists may apply.

17. **LAWFULNESS OF AGREEMENT.** The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services.

18. **NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State in which the inmate telephone service is provided.

20. **SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.

21. **ASSIGNMENT.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party; except, either party may assign this Agreement to a parent, subsidiary or affiliated company by providing thirty (30) days written notice to the other party.

22. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of Telephones as described above, must be in writing and signed by an authorized representative of each Party.



**LATTICE**  
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23. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

24. **ENTIRE AGREEMENT.** This Agreement, including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

Customer:

Robert A. Strickland

Signature

Robert A. Strickland

Name Printed/Typed

Sheriff

Title

Date: 10-25-2017

Federal Tax ID Number: 57-600039

Lattice Incorporated:

Terry Whiteside

Signature

Terry Whiteside

Name Printed/Typed

COO

Title

Date: 10/25/17



**LATTICE**  
INCORPORATED

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**SCHEDULE A**

**COMMISSION SCHEDULE  
FOR  
Colleton County Detention Center**



**LATTICE**  
INCORPORATED

Securing Information  
and Communications  
since 1973

**SCHEDULE B**

**CALL RATES AND VIDEO VISITATION SESSION CHARGES  
FOR  
Colleton County Detention Center**

**CALL RATES:**

<b>Call Rates</b>			
<b>Call Category</b>	<b>Collect per/min</b>	<b>Prepaid Collect per/min</b>	<b>Debit per/min</b>
<b>Local</b>	\$0.25	\$0.25	\$0.25
<b>IntraLATA</b>	\$0.25	\$0.25	\$0.25
<b>InterLATA</b>	\$0.25	\$0.25	\$0.25
<b>InterState</b>	\$0.25	\$0.21	\$0.21
<b>International</b>	\$0.75	\$0.75	\$0.75

**VIDEO VISITATION SESSION CHARGES:**

<b>Session Charges</b>	
<b>Remote Visitation</b>	<b>20-Minute Session</b>
	\$9.95



**LATTICE**  
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since 1973

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**DOCKET NO. 2017-354-C**

IN RE:	)	
	)	
Pay Tel Communications, Inc.	)	
	)	
Complainant,	)	
	)	
vs.	)	
	)	
Lattice Incorporated,	)	
	)	
Respondent.	)	
	)	

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**CERTIFICATE OF SERVICE**

This is to certify that I, Toni C. Hawkins, a paralegal with the law firm of Sowell Gray Robinson Stepp & Laffitte, LLC, have this day caused to be served upon the person(s) named below the Late-filed Exhibit 3 on behalf of Lattice Incorporated in the foregoing matter via US Mail and/or electronic mail:

John J. Pringle, Jr., Esquire  
Adams and Reese, LLP  
1501 Main Street, 5<sup>th</sup> Floor  
Columbia, SC 29201  
[jack.pringle@arlaw.com](mailto:jack.pringle@arlaw.com)

Jenny Pittman, Counsel  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201  
[jpittman@regstaff.sc.gov](mailto:jpittman@regstaff.sc.gov)

Dated at Columbia, South Carolina this 3<sup>rd</sup> day of May, 2018.

